

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Manhattan

One Bowling Green

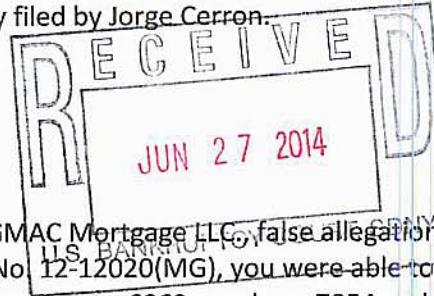
New York, NY 10004-1408

Attn: HONORABLE MARTIN GLENN UNITED STATES BANKRUPTCY JUDGE CASE # 12-12020 (MG)
Reference today's hearing on my motion for relief from stay filed by Jorge Cerron.

June 26, 2014

Honorable Martin Glenn:

My name is Jorge Cerron and I am a borrower affected by GMAC Mortgage LLC, false allegations stated in this bankruptcy court. Today at the hearing for the case No 12-12020(MG), you were able to hear part of my argument in support of my motion filed under documents 6863, cc; doc n 7054 and other exhibits submitted to your attention, I was not able to finished my presentation of my claims because apparently you had the information that I had settle my Dispute with Ocwen Loan Servicing and consequently you stopped me, and asked me, If I had settle with Ocwen?, I responded that it is true in part, however you did not let me explain further, and you stated that if I have and issue with the foreclosure's agreed order to a consent foreclosure with a foreclosure sale scheduled for October 20, 2014 with Ocwen that I have to take care it at the court in which the foreclosure was entered



This letter is to set the record straight, because what I was not allowed to explained before this court was that the settlement agreement between Ocwen and Jorge Cerron that GMACM's counsel referred at the hearing today, it is not signed or dated, you see said settlement agreement was modify as per my request consequently I did not signed neither Ocwen (pending my review of the changes made in the settlement agreement), I have not signed the settlement document nor Ocwen has signed the settlement agreement, in the initial settlement agreement brought in by Ocwen to the hearing for the foreclosure trial on June 23, 2014 , Ocwen was trying to include my authorization to a withdrawal of my motion submitted to this court, which I did not agreed upon, so Ocwen agreed to take off GMACM name from the settlement agreement and not to oppose to my motion against GMACM filed in the bankruptcy court, consequently after the foreclosure hearing of June 23, 2014 was finished and I went home OCWEN email me a new updated document so I can review it signed and send it back, however to this date, Ocwen and I Jorge Cerron have not signed the settlement agreement, I never agreed with Ocwen or GMACM to withdrawal my motion from this court and I was very clear with Ocwen that I was trying to settle with Ocwen but I will not settle with GMACM at this point.

You see neither the old or updated settlement agreement were never signed but either party, therefore said settlement agreement was not an enforceable agreement at the time that GMACM relied on said agreement to contest my arguments when we appeared before your honorable court on June 26, 2014 and further, I had no other option but to look into settle the case with Ocwen because GMACM's fraudulent documents and filing of this bankruptcy case has permitted the substitution of the plaintiff in my foreclosure case in Florida, and by OCWEN taking over my foreclosure case I was precluded and deprived to a due process and because my hearing for trial in my foreclosure case was set for June 23, 2014, three days before the hearing in your court (June 26, 2014), and because the lower court did not wanted to postpone the trial date regardless of my repeatedly requests and my proof that I had a hearing scheduled in your court for June 26 just three days after the trial date, I was greatly prejudice and injured, because of GMACM's fraud and misrepresentation and the sharp practices of GMACM's lawyers before this bankruptcy court and before the circuit court in Sarasota Florida, I am losing my property to a wrong foreclosure action initiated by GMACM, and my family has been injured for the

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past 5 years, my father has died because of that (my father had a stroke because of all the problems and
stress that he have to endure at his old age because of GMACM foreclosure action) this property that is
subject to the foreclosure action initiated by GMACM was purchased by my family so my father can
expend his last years in a beach environment he like the beach a lot, this property is located in Siesta
Key Beach in Sarasota Florida.

Time is of the essence for your response and ruling, I do not know how long will take to finalize the
agreement between Ocwen and myself to this date the settlement agreement has not been dated or
signed by me or Ocwen.

The other point that I want to bring to your attention is that you said that you will rule later on, on the
issue to allow me to submit my claims against GMACM and lift the stay, you asked the counsel for
GMACM/ Residential Capital, LLC. you asked him; "if they had served me with the notice of the bar date
for claims?", the counsel for GMACM stated that they did and that there was an affidavit", at that point "I
Jorge Cerron stated before your court that I was not served with the alleged notice," that is when you
end up the hearing stating that you will look into that issue later, what I would like to add your Honor, is
that the GMACM's purported affidavit's notice of service is insufficient if GMACM does not have a
witness before this court to attest to the fact that I was properly served with the notice of the bar date
for claims, this court must allow my claim, and lift the stay granted to GMACM, also because GMACM
obtained the protection of the automatic stay by committing fraud on this court, it is a void judgment
without bar date or statute of limitations which cannot prevent my claims before this court, at the least
it is a voidable judgment and it will not barred my claim against GMACM.

My claim is to recover from my losses caused by the unjust 5 years of litigation in the foreclosure case
initiated by GMACM against me, and because of the misrepresentation and fraud perpetuated by
GMACM in this court and in the lower court, said fact has been instrumental for GMACM to have obtained
the substitution from GMACM to Ocwen and by this fraudulent substitution of plaintiff GMACM has
been able to illegally foreclosed in hundreds of properties including my property because it is forcing
many borrowers and to me to look to settle with Ocwen, however if this court demonstrates that Ocwen
has not right to enter into any settlement agreement because the transfer from GMACM to Ocwen is a
defect and it was done under fraud and it is invalid because GMACM's repeatedly fraudulent behavior
and lack of standing before this court is a proven fact then the purported OCWEN's and Jorge Cerron's
settlement agreement submitted to this court is a nullity, and this court cannot be deprived of looking
into the truth around said issues and Jorge Cerron's claims, therefore this court should admit Jorge
Cerron's claims against GMACM because is just and proper, it is a material issue of fact GMACM's lack
standing before this court also the fact that the alleged settlement agreement is not signed or dated to
this date.

For all the above reasons I request to this court to let me know your decision ASAP, so I can proceed
accordingly. You can communicate your decision to my address below and/or fax it to 941 965 1587, and
to my email asoloact@gmail.com

In the spirit of justice and with bounteous gratitude I remain.

Sincerely and Respectfully,



Jorge Cerron
P. O. Box 18902
Sarasota, Florida 34276.